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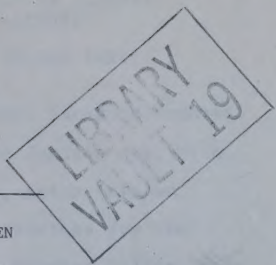
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MEMORANDUM OF AGREEMENT BETWEEN  
THE DOMINION OF CANADA AND THE  
PROVINCE OF ALBERTA COVERING  
EMPLOYMENT OF THE ROYAL CANADIAN  
MOUNTED POLICE FROM APRIL 1st,  
1966, to MAY 31st, 1976.

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I Canada

DUPLICATE

MEMORANDUM OF AGREEMENT ENTERED INTO THIS 11<sup>th</sup> DAY OF  
February 1966.

BETWEEN: THE GOVERNMENT OF CANADA,  
hereinafter referred to as "CANADA"

OF THE FIRST PART

AND: THE GOVERNMENT OF THE PROVINCE OF ALBERTA  
HEREINAFTER REFERRED TO AS "ALBERTA"

OF THE SECOND PART:

WHEREAS Section 20 of the Royal Canadian Mounted Police Act provides that the Minister of Justice may, with the approval of the Governor in Council, enter into an arrangement with the Government of any province for the use or employment of the Royal Canadian Mounted Police Force, or any portion thereof, in aiding the administration of justice therein and in carrying into effect the laws in force therein; and may, with the approval of Treasury Board, in any such arrangement, agree upon and determine the amount of money that shall be paid by the province for such services of the Force; and the powers, duties or functions of the said Minister under the said Act have been transferred to the Solicitor General pursuant to the Public Service Re-arrangement and Transfer of Duties Act;

AND WHEREAS Section 37 of The Police Act provides that the Lieutenant Governor in Council from time to time may enter into an agreement with the Government of Canada for the policing of the Province by the Royal Canadian Mounted Police Force or any part thereof; to have the said Force aid in the administration of justice in the Province and carry into effect the laws in force therein; and for the payment by the Province of such sum for the services of the said Force as is deemed advisable;

AND WHEREAS Canada and Alberta desire to enter into an agreement for this purpose;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. In this agreement, unless the contrary intention appears,

- (a) "Attorney General" - means the Attorney General of the Province,
- (b) "Commissioner" - means the Commissioner of the Royal Canadian Mounted Police,
- (c) "Contract Province" - means a province of Canada which has entered into an agreement with Canada for the policing of that province by the Royal Canadian Mounted Police but does not include the Yukon Territory or the Northwest Territories,
- (d) "Division" - means six hundred and forty-six (646) members, increased or decreased in accordance with paragraph 8.
- (e) "Fiscal Year" - means the period from the first day of April in one year to the 31st day of March in the next year,
- (f) "Force" - means the Royal Canadian Mounted Police,
- (g) "Member" - means a member of the Royal Canadian Mounted Police or a person appointed by the Commissioner pursuant to Section 8 of the Royal Canadian Mounted Police Act, Chap. 160, R.S.C. 1927 and Chap. 241, R.S.C. 1952, but does not include a member of the Royal Canadian Mounted Police Reserve or a member of the Royal Canadian Mounted Police "Marine" Division,
- (h) "Municipality" - means a city, town or village whether or not organized as such,
- (i) "Province" - means the Province of Alberta, and
- (j) Words in the singular include the plural and vice versa.

2. Canada shall, for the purposes of this agreement and subject to the terms thereof, provide and maintain a Division within the province at all times during the term of this agreement.

3. The Headquarters of the Division shall be at the city of Edmonton in the Province.

4. The Division shall, subject to the terms of this agreement, remain under the control of Canada.

5. The Division shall perform in the Province such duties and render such services as are ordinarily performed by peace officers in aiding the administration of justice and in carrying into effect the laws of the Province.

6. The Officer Commanding the Division shall, for the purposes of this agreement, act under the direction of the Attorney General in aiding the administration of justice in the Province and in carrying into effect the laws of the Province.

7. (1) The Division shall not, without the consent of the Commissioner, be required to perform any police duties in any municipality having a population of more than 1,500.

(2) Upon a request being received from the Attorney General for the policing of a municipality, not over 1,500 population, police duties will be assumed in such municipality as soon as any additional members who may be required in order to meet such request are available.

(3) Notwithstanding subparagraph (1) the Division will, at the request of the Attorney General, carry out specific investigations into criminal matters of an important nature, or perform emergency police duties, anywhere in the province; but in the latter case the duration of the emergency duties shall not in any place exceed thirty days in any period of twelve months without the approval of the Commissioner.

8. The Division shall be increased or decreased at the request of the Attorney General, but

- (a) a decrease shall not reduce the Division to a strength less than what is necessary, in the opinion of the Commissioner, to carry out the duties required under this agreement;
- (b) Canada shall not be required to increase or decrease the Division until the expiration of one year from the receipt by the Commissioner of a request in writing for an increase or decrease as the case may be; and
- (c) Canada shall not be required to fulfill any requested increase, if in the opinion of the Solicitor General for Canada, having regard to other responsibilities and duties of the Force, it is not possible to do so.

9. For the purposes of this agreement Canada shall maintain ninety-two (92) detachments of the Force in the Province and shall, on request in writing by the Attorney General addressed to the Commissioner, establish new detachments in the Province and the Province shall, in addition to any other sums payable under this agreement, pay Canada the sum of two thousand dollars (\$2,000.00) in respect of each new detachment in excess of the said ninety-two (92) detachments so established.

# DUPLICATE

- 5 -

10. Where, in the opinion of the Attorney General an emergency exists within the Province requiring additional members of the Force to assist in dealing with such emergency, Canada shall, at the request of the Attorney General addressed to the Commissioner, increase the strength of the Division as requested, if in the opinion of the Solicitor General for Canada, having regard to other responsibilities and duties of the Force, such increase is possible.

11. Where pursuant to paragraph 10 Canada increases the strength of the Division, the Province shall pay all expenses incurred by Canada by reason of such increase including transportation and maintenance of all additional members of the Force attached to the Division for the purpose of dealing with the emergency.

12. (1) The Province shall pay Canada in respect of each member of the Division an annual sum calculated on the following basis:

(a) In respect of the Fiscal Year commencing the first day of April, 1966, the sum shall be 41% of the average per capita cost of operating and maintaining the Force during the Fiscal Year commencing April 1, 1965.

(b) In respect of each subsequent Fiscal Year in which this agreement continues in force, the percentage of 41 shall be increased by 1 until a maximum of 50% is reached for the fiscal year 1975-6, and each such percentage shall be applied to the average per capita cost of operating and maintaining the Force during the previous Fiscal Year to derive the provincial payment.

- 6 -

(c) The "average per capita cost" shall be calculated in accordance with subparagraph (2).

(2) For the purposes of this agreement the average per capita cost of operating and maintaining the Force during a Fiscal Year shall be the amount that is obtained by dividing the number of members employed pursuant to agreements with Contract Provinces on the last day of such Fiscal Year into the sum that is obtained by adding together all the expenditures made by Canada on account of the Force in respect of such Fiscal Year, and an assessment for pension contributions of forty-five percent (45%) of twelve percent (12%) of the annual payroll of the Force, and subtracting the total of the following items:

- (a) Eighty-five percent (85%) of Royal Canadian Mounted Police Headquarters Division Administration and Operation costs including costs pertaining to equipment;
- (b) All expenditures, including costs pertaining to equipment, incurred by the Force for National Police Services;
- (c) All expenditures, including costs pertaining to equipment, incurred by the Force with respect to the operation and maintenance of the Force in:
  - (i) "A" Division (Eastern Ontario)
  - (ii) "O" Division (Western Ontario)
  - (iii) "C" Division (Quebec)
  - (iv) Northwest Territories and Yukon Territory
  - (v) "Marine" Division
  - (vi) Detachments in Western Ontario that are under "D" Division (Manitoba) for administration purposes;
- (d) All expenditures incurred by the Force for acquisition or construction of land, buildings and works;

# DUPLICATE

- 7 -

- (e) All expenditures for the Corps of Commissionaires in all Contract Provinces;
- (f) Sixty percent (60%) of all expenditures, including costs pertaining to equipment, incurred by the Force in the operation of training establishments;
- (g) Fifty percent (50%) of all expenditures, including costs pertaining to equipment, incurred by the Force in the operation of "Air" Division;
- (h) All expenditures incurred for all pensions, including special pensions to widows and children, statutory pension payments, compensation pensions and pension contributions by the Government of Canada;
- (i) All expenditures incurred by the Force pursuant to agreements entered into by Canada for the policing of municipalities by the Force;
- (j) All expenditures incurred by the Force in connection with civil actions or claims against the Force or a member including any gratuitous payments;
- (k) Revenues received by the Force as a result of its operation in Contract Provinces in respect of the following:
  - (i) Investments,
  - (ii) Deductions from members employed pursuant to agreements with Contract Provinces for quarters, rations, kit and clothing.
  - (iii) Services performed for federal government departments, crown corporations and other federal agencies,
  - (iv) Refunds on previous year's expenditures, and

- (v) Any other revenue not included in (i) to (iv) except payments under policing contracts with Contract Provinces and municipalities.

13. Where an increase or decrease in the strength of the Division made pursuant to paragraph 8 results in a member thereof serving in the Province for a period less than the Fiscal Year, the Province shall pay Canada in respect of that member a sum to be determined by dividing the figure 365 into the annual sum payable by the Province for one member of the Division in the year in which the services commenced, in the case of an increase, or terminated, in the case of a decrease, and multiplying the quotient by the number of days actually served by such member in the fiscal year.

14. In addition to any other amounts payable under the terms of this agreement, the Province shall pay to Canada an annual assessment of one dollar per square foot for forty-five percent of all space, excluding living accommodation, occupied by the Force in federal government buildings and used for law enforcement purposes.

15. (1) Notwithstanding anything in this agreement, members of the Division may retain any fees and allowances allowed under any law to peace officers for work done and services rendered in connection with the administration of justice in the province.

(2) Without restricting the generality of the foregoing, Canada is entitled to receive:

- (a) any amount that is paid by an accused in respect to costs of transportation and maintenance of the accused by the Force while he is in the custody of the Force; and

## DUPLICATE

- 9 -

- (b) any amount that is paid by an accused in respect of costs of transportation incurred by the Force where an accused, against whom a warrant of commitment has been issued, pays the fine and costs imposed upon him in lieu of imprisonment.

16. Where proceedings, instituted under any Act of the Parliament of Canada, are instituted or conducted by a member of the Force, the proceedings shall, for the purposes of this agreement, be deemed to have been instituted at the instance of the Province within the meaning of the provisions of the Criminal Code relating to the disposition of fines, penalties and forfeitures, if Canada has not otherwise borne any of the costs of prosecution.

17. The Province shall bear, or reimburse Canada for, all expenses incurred by the Division in relation to:

- (a) Any hospitalization, medical examination or treatment, including mental, for any person in the custody of the Force except where the Force is acting in a specific Federal capacity;
- (b) The cost of guards, matrons and meals for any person in the custody of the Force after conviction or committal and before transit to a penal or mental institution except where the Force is acting in a specific Federal capacity.
- (c) Transportation, maintenance, escort, fees and costs for persons required as witnesses in criminal proceedings and proceedings under provincial laws.

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- (d) The custody of chattels and exhibits held pursuant to an order of a court, judge, magistrate, justice, or otherwise according to law.
- (e) Conveyance obtained by members of the Division for an injured person where the cost of the service is not paid by the person or his estate, as the case may be, for whose benefit the service was obtained.
- (f) The transportation, maintenance and escort of accused persons who are apprehended outside of Canada and who are brought back by members of the Force to the Province for trial.
- (g) The transportation, maintenance and escort of accused and mentally ill persons undertaken for another police force within the Province, where the expenses are not paid by such other force.

18. (1) Except as otherwise provided in this agreement, Canada shall bear all expenses incurred in the maintenance and operation of the Division.

(2) Canada shall provide all equipment which, in the opinion of the Commissioner, is necessary to carry out the responsibilities imposed by this agreement.

(3) Notwithstanding subparagraph (1), Canada is under no obligation to maintain any jails or lock-ups and persons remanded in custody by the court may be placed in jails or lock-ups other than those under the management of the Force, for the duration of such remand, without expense to Canada.

19. (1) All sums payable to Canada under this agreement shall be paid by cheque drawn in favour of the Receiver-General of Canada, and shall be sent by registered mail to the Commissioner, Ottawa, Ontario.

(2) The provincial payments provided by paragraphs 12, 13 and 14 shall be made semi-annually, the first payment being due on the first day of October, 1966.

(3) The provincial payments provided by paragraphs 9, 11, 15(2) and 17 shall be made within three months from the date a written request for payment is received by the Attorney-General.

20. (1) This agreement shall come into force on the 1st day of April, 1966 and shall continue in force until the 31st day of March, 1976.

(2) Notwithstanding subparagraph (1) this agreement may be terminated on the 31st day of March in any Fiscal Year from 1968-9 to 1974-5, inclusive, by either Party thereto giving the other Party thereto notice of such termination twenty-four months prior to the date of termination.

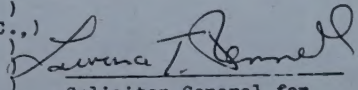
21. Any notice that is required or permitted under this agreement, to be given by one Party to the other Party, shall be given in writing and shall be communicated as follows:

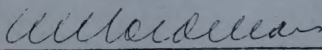
(a) To Canada, by registered mail, addressed to the Commissioner at Ottawa, Ontario, and

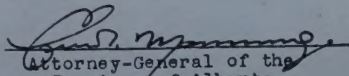
(b) To the Province, by registered mail, addressed to the Attorney-General at Edmonton, Alberta.

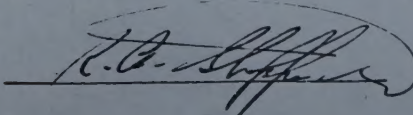
IN WITNESS WHEREOF the Honourable Lawrence T. Pennell, Q.C., Solicitor General for Canada, has hereunto set his hand on behalf of Canada and the Honourable E.C. Manning, the Attorney-General of Alberta, has hereunto set his hand on behalf of the Province.

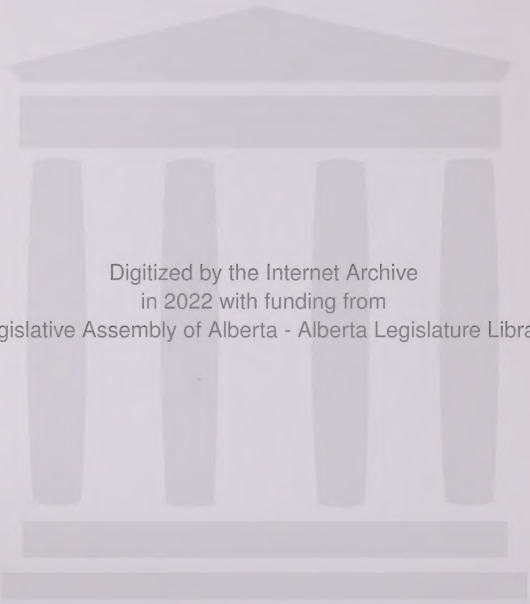
SIGNED on behalf of Canada by the  
Honourable Lawrence T. Pennell, Q.C., )  
Solicitor General for Canada,  
in the presence of )

  
Solicitor General for  
Canada

  
SIGNED on behalf of the Province  
of Alberta by the Honourable  
E.C. Manning, the Attorney-General  
of the Province, in the presence  
of )

  
Attorney-General of the  
Province of Alberta





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